

**IN THE UNITED STATES DISTRICT COURT
FOR THE SOUTHERN DISTRICT OF TEXAS
HOUSTON DIVISION**

GEORGE RESSLER

Plaintiff,

v.

ABC Imaging of Washington, Inc.

Defendant.

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NO. 4:21-CV-03486

JURY DEMANDED

DECLARATION OF GEORGE RESSLER

My name is GEORGE RESSLER and I am over eighteen (18) years of age, competent to make this declaration, and making this declaration pursuant to the provisions of 28 U.S.C. §1746.

1. I make this declaration based upon my best recollection and knowledge due to the unavailability of records from Defendant, ABC Imaging of Washington, Inc. (hereinafter “Defendant” or “ABC”).

2. I have been employed by the Defendant since 2007 in the position of finisher. A finisher performs tasks such as bookbinding, laminating, mounting prints on foam boards, and creating three-ring bound products. I was also involved in customer service, printing, deliveries, and FM (facilities management) site visits. In its Houston office ABC usually employed 2-4 people.

3. The Defendant’s corporate headquarters is in Alexandria, Virginia and it has store locations throughout the world. It has two locations in Texas, Dallas and Houston, as well as stores in California, Georgia, Illinois, Maryland, Pennsylvania, Colorado, Florida, New York, Massachusetts and other states. I have attached to my declaration as Exhibit A-1 a copy of a recent Google search showing the Defendant’s store locations. These stores are not franchises – they are company stores.

4. The ABC store in Houston receives supplies such as printers, copiers, paper, plotters, inks, toner, binders and such from vendors both within and outside the state of Texas. I then take the supplies and create finished products. Most finished products are delivered in the Houston area or picked up by customers but when I handled architectural designs, blueprints, graphics, plots, plans and specifications, these products were shipped out of Texas several times per month. The Houston store lost its lease in September or October, 2021 and is currently looking for other space to lease. In the meantime, I have been working from home although I am out on

sick leave at the moment.

5. As part of my regular duties I was required to pick up a box truck (this is a truck that is longer than 17 feet with a liftgate) from Avis or Penske, load a plotter or other equipment onto the truck, drive to Louisiana by myself or with another employee, unload the machine(s), and connect the machine(s) for the customer. I would then start the machine for the customer and make sure that it was connected to the customer's network or server with the help of ABC's help-desk department. A plotter is an upright printer that prints on rolls of paper that are various widths (18, 24, 30 and 36 inches) and however long the customer needed. Most of the deliveries to Louisiana could be done in one day but occasionally I was required to spend several days in Louisiana to complete the work.

6. The FM site visits involved maintaining equipment such as printers, copiers and the like that customers leased from ABC. I would deliver supplies to the customer's location including paper, inks, and toner and fix whatever problem the customer was having with its machine if the problem was within my skill-set. Otherwise, a factory-trained technician would be called out to the site. All supplies for leased equipment must be purchased through ABC. To my knowledge, none of the printers, plotters or copiers were manufactured in Texas.

7. Having been employed by ABC for almost 15 years, I am quite familiar with the retail prices charged to customers. ABC's Houston store averaged more than \$30,000 per month in gross receipts from commercial printing alone. If I were to include the value of the equipment leased off-site and the supplies for that equipment, other products regularly produced by the store such as construction blueprints, Covid-19 products, posters and signs, exhibits, graphics, plots, plans, specifications and scanning, among others, the Houston store averaged at least \$50,000 per month in gross receipts. According to the store manager, the other ABC stores exceeded the sales of the Houston store. All receipts are sent to the Virginia office except cash, which I would deposit in Bank of America. I would scan the receipts, sales reports, time sheets and other documents from the previous day and email them to the corporate office in Virginia every morning.

8. Sometime in 2014 or 2015 my classification was changed to exempt although my job duties stayed the same except for the added tasks of moving and installing equipment and making deliveries to Louisiana. Prior to being classified as a salaried employee I was paid overtime at one and one-half times my regular rate of pay when I worked over forty hours a week. As a salaried employee I was not paid any overtime. I did not keep very many of my earnings statements but the statement attached to my declaration as Exhibit A-2 is a good example of how I was paid. The statement begins on 11/1/19 and ends on 11/15/19. My hours are reflected as 101.32 during that pay period and the "basis of pay" is salary.

9. The hours I worked began decreasing with the arrival of COVID-19 in February, 2020. The earning statements for February, 2020 and the first half of March, 2020 show my hours decreasing. Exhibit A-3. With the period beginning on 4/1/20 the earnings statement shows my hours reduced to 60.25 with the notation "your salary rate has been changed from 1482.00 to 741.00." Exhibit A-4. This cut in hours and pay occurred despite the fact that I was ready, willing and able to work the schedule that I had been working in the past. The reduced salary

continued until the pay period beginning 11/16/20 when my pay was changed to hourly at \$17.10 per hour. Exhibit A-5 contains earnings statements for the period beginning 4/16/20 and ending on 9/15/20, showing the reduction in my salary. My pay was changed to hourly when I emailed Wahib Abdullahi, ABC's Vice-President, on 9/22/20, and asked him to increase my work hours. Exhibit A-6.

10. Throughout 2018, 2019 and up until the pay period beginning 2/1/20, I worked an average of 50 hours per week. Some weeks I worked more and some weeks less, but my overtime worked out to approximately 20 hours per two-week pay period as shown on Exhibit A-2. My overtime is calculated as follows:

<u>PERIOD ENDING</u>	<u>HOURS WORKED</u>	<u>REGULAR RATE</u>	<u>OT OWED</u>
10/31/18	50	\$14.58	\$218.70
11/15/18	100	\$14.58	\$437.40
11/30/18	100	\$14.58	\$437.40
12/15/18	100	\$14.58	\$437.40
12/31/18	100	\$14.58	\$437.40
1/15/19	100	\$14.58	\$437.40
1/31/19	100	\$14.58	\$437.40
2/15/19	100	\$14.58	\$437.40
2/28/19	100	\$14.58	\$437.40
3/15/19	100	\$14.58	\$437.40
3/31/19	100	\$14.58	\$437.40
4/15/19	100	\$14.58	\$437.40
4/30/19	100	\$14.58	\$437.40
5/15/19	100	\$14.58	\$437.40
5/31/19	100	\$14.58	\$437.40
6/15/19	100	\$14.58	\$437.40
6/30/19	100	\$14.58	\$437.40

7/15/19	100	\$14.58	\$437.40
7/31/19	100	\$14.58	\$437.40
8/15/19	100	\$14.58	\$437.40
8/31/19	100	\$14.58	\$437.40
9/15/19	100	\$14.58	\$437.40
9/30/19	100	\$14.58	\$437.40
10/15/19	100	\$14.58	\$437.40
10/31/19	100	\$14.58	\$437.40
11/15/19	101.32	\$14.39	\$460.30
11/30/19	100	\$14.58	\$437.40
12/15/19	100	\$14.58	\$437.40
12/31/19	100	\$14.58	\$437.40
1/15/20	100	\$14.82	\$444.60
1/31/20	100	\$14.82	\$444.60
2/15/20	87.12	\$17.01	\$121.11
2/29/20	89.30	\$16.60	\$154.38
Total			<u>\$13,653.49</u>

11. I took a one-week vacation in 2018 and a one-week vacation in 2019 so two weeks of overtime should be deducted from the total shown above. I calculate the deduction as follows:

$$\$13,653.49 - 874.80 = \$12,778.69$$

12. I should have been paid my salary from 4/1/20 through 11/15/20 which is calculated as follows:

4/1/20-4/30/20 reduction in pay=\$741.00

5/1/20-5/31/20 reduction in pay=\$741.00

6/1/20-6/30/20 reduction in pay=\$741.00
7/1/20-7/31/20 reduction in pay=\$741.00
8/1/20-8/31/20 reduction in pay=\$741.00
9/1/20-9/30/20 reduction in pay=\$741.00
10/1/20-10/31/20 reduction in pay=\$741.00
11/1/20-11/15/20 reduction in pay=\$370.00

These reductions in pay total \$5,557.00.

13. In addition to hiring me and controlling my exemption status, rate and method of pay, ABC controlled my work schedule, as well as the terms and condition of my employment. When ABC decided to change my classification from hourly to exempt in 2014 or 2015, no one informed me why the change was being made and even today I do not understand why I was paid a salary instead of hourly.

14. I have agreed to pay The Law Offices of Filteau & Sullivan, Ltd., LLP a reasonable attorney fee for its services in obtaining the wages and overtime compensation I am owed.

15. ABC is a corporation; therefore it cannot be in military service.

I declare under penalty of perjury under the laws of the United States of America that the foregoing is true and correct. Executed on 01/14/22.


GEORGE RESSLER